

**CITY OF AMSTERDAM, NEW YORK
COMMON COUNCIL MEETING
DECEMBER 17, 2013
7:30 p.m.**

ORDER OF BUSINESS

- I. Call to Order
- II. Salute to the Flag
- III. Roll Call
- IV. Adoption of Agenda
- V. Proclamations
- VI. Communications and Presentations
- VII. Public Participation
- VIII. Controller's Report
- IX. Old Business: Res. 13/14-106
- X. New Business:
 - (a) Resolutions
 - (b) Ordinances
 - (c) Local Laws
 - (d) Introduction of Ordinances
 - (e) Introduction of Local Laws
 - (f) Committee Reports
 - (g) Scheduling of Committee Meetings
 - (h) Other
- XI. Executive Session (if required):
- XII. Adjournment

6:30 pm Finance Meeting (rescheduled from 11/26/13)

Copies of agenda, resolutions and pertinent information are available in the city clerk at a cost of 25 cent per page. Request for copies need to be made prior to 4 pm on Tuesday on the day of the meeting.

RESOLUTIONS

Old Business

120. Resolution Extending Sick Leave

Isabel

New Business

123. RESOLUTION ADOPTING MINUTES

DEROSSI

124. RESOLUTION APPROVING AUDIT

LEGGIERO

125. RESOLUTION AMENDING BUDGET – MAYOR

MAYOR

126. RESOLUTION DISPOSING OF BUS #120

DYBAS

127. RESOLUTION AUTHORIZING TIMBER SALE

LEGGIERO

128. RESOLUTION AUTHORIZING CONTRACT WITH GAVAC

MAYOR

**129. RESOLUTION AUTHORIZING TRANSFER OF 35 JULIA STREET TO LAND BANK
MAYOR**

130. RESOLUTION IN HONOR OF JOSEPH M ISABEL

**BEEKMAN, DEROSI,
DYBAS, LEGGIERO**

131. RESOLUTION IN HONOR OF GINA DEROSI

**ISABEL, BEEKMAN,
DYBAS, LEGGIERO**

132. RESOLUTION IN HONOR OF DAVID DYBAS

**ISABEL, BEEKMAN,
DEROSI, LEGGIERO**

LOCAL LAWS

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 3, 2013**

RESOLUTION #13/14-120

RESOLUTION GRANTING EXTENSION OF SICK LEAVE – DPW

BY: ALDERMAN ISABEL

WHEREAS, City employee William Chirico sustained an on-job injury and has requested extended sick leave due to surgery, and

WHEREAS, the grant of extended sick leave pursuant to Article 12 Sick Leave, Section 3 Extended Leave of the collective bargaining agreement has been recommended by the City Engineer,

RESOLVED, Mr. Chirico is hereby granted extended sick leave up to one month as allowed under the CBA provision noted above.

RESOLUTION DEFEATED. Aldermen Dybas and Leggiero abstained. Alderwoman DeRossi was absent.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel	✓	
Alderwoman Beekman	✓	
Alderwoman DeRossi	Absent	
Alderman Dybas		Abstain
Alderman Leggiero		Abstain

ANN M. THANE, MAYOR

Dated: _____, 2013

Alderman Leggiero has stated that he intends to make a motion to reconsider this resolution.

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 17, 2013**

RESOLUTION #13/14-123

RESOLUTION ADOPTING MINUTES OF THE LAST COMMON COUNCIL MEETING

BY: ALDERWOMAN DEROSI

RESOLVED, that the minutes of the Common Council meeting of December 17, 2013 are hereby approved.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel		
Alderwoman Beekman		
Alderwoman DeRossi		
Alderman Dybas		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2013

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 17, 2013**

RESOLUTION #13/14-124

RESOLUTION APPROVING AUDIT

BY: ALDERMAN LEGGIERO

RESOLVED, the bills examined by the Common Council and reported herewith as correct and they are, allowed and ordered paid and the City Clerk is authorized and empowered to issue warrants in payment of same.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel		
Alderwoman Beekman		
Alderwoman DeRossi		
Alderman Dybas		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2013

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 17, 2013**

RESOLUTION #13/14-125

RESOLUTION AMENDING BUDGET – MAYOR

BY: MAYOR THANE

WHEREAS, it is necessary to amend the 2013-2014 budget for reimbursement from Erie Canalway Heritage Fund in the amount of \$400.72,

RESOLVED, the Controller is authorized to amend the budget as follows:

INCREASE REVENUE:

A-2770	Unclass. Revenue	\$224.40
F-2770	Unclass. Revenue	\$ 80.15
G-2770	Unclass. Revenue	\$ 68.12
CL-2770	Unclass. Revenue	\$ 28.05

INCREASE EXPENSE:

A-1210-4000	Contractual	\$224.40
F-8310-4000.03	Contractual	\$ 80.15
G-8110-4137.03	Contractual	\$ 68.12
CL-8160-4137.03	Contractual	\$ 28.05

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel		
Alderwoman Beekman		
Alderwoman DeRossi		
Alderman Dybas		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2013

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 17, 2013**

RESOLUTION #13/14-126

RESOLUTION DISPOSING OF COACH BUS #120

BY: ALDERMAN DYBAS

WHEREAS, the City of Amsterdam Transportation Department has an MCI Coach Bus (#120) that has been unused and out of service since 2010, and

WHEREAS, the Biddeford, Saco, Old Orchard Beach Transit Committee (BSOOB) has contacted the City of Amsterdam Transportation Department & NYSDOT expressing an interest in having this bus transferred into their system, and by doing so the City of Amsterdam would receive as payment the remaining City buyout value of \$ 3,125.00 and the liability for the Federal & State funding shares would be transferred to the BSOOB System, and

WHEREAS, the City of Amsterdam Transportation Department has no need for the MCI Coach Bus, and

RESOLVED, the Mayor is authorized to execute an agreement with Biddeford, Saco, Old Orchard Beach Transit Committee for transfer of the MCI Coach Bus #120 as described above.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel		
Alderman Beekman		
Alderman DeRossi		
Alderman Dybas		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2013

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 17, 2013**

RESOLUTION #13/14-127

RESOLUTION AUTHORIZING AGREEMENT WITH FINCH PAPER LLC - TIMBER SALE

BY: ALDERMAN LEGGIERO

WHEREAS, the City of Amsterdam advertised for the sale of timber from Glen Wild and bids were received, and

WHEREAS, following receipt of said bids, Fountains Forestry reviewed said bids and recommended accepting the bid from Finch Paper LLC,

RESOLVED, the Mayor is authorized to enter into the attached agreement with Finch Paper LLC in the amount of \$56,000 for sale of timber.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel		
Alderwoman Beekman		
Alderwoman DeRossi		
Alderman Dybas		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2013

Contract # LS14-1-COA

LUMP SUM TIMBER SALE CONTRACT

Agreement between **City of Amsterdam** whose address is **61 Church Street, Amsterdam, NY 12010** hereinafter called the OWNER and **Finch Paper, LLC** whose address is **One Glen Street, Glens Falls, NY 12801** hereinafter called the BUYER.

Witnesseth that BUYER agrees to pay the OWNER **\$56,000.00 (US Funds – Certified Check)** for the consideration and the terms stated below, a quantity of timber on the OWNER'S property located on **+/- 272 acres** in the town of **Providence, Saratoga County, State of New York** as shown on Attachment #1.

Payment Schedule:

- Half of amount due (\$28,000.00) at signing of contract
- Remaining half due (\$28,000.00) on or before December 27, 2013.

The term of the contract shall be from **December 18th, 2013 to March 31, 2016** by which time all designated timber shall be cut and hauled.

ARTICLE I - Timber Sale Terms

A. The OWNER warrants that he is the sole owner of the said tract of land, and has full right and power to dispose of the timber in the manner specified.

B. The OWNER agrees to allow the BUYER to enter the described premises for the purposes of cutting and removing therefrom such timber as is included in the terms of this contract.

C. The BUYER agrees to cut, skid to the landing, sort and remove all timber designated by ARTICLE IIA.

D. OWNER agrees to sell all designated timber to the BUYER for the price and terms stated above.

F. All timber shall remain the property of the OWNER until paid in full.

G. All timber sale checks are to be made out to the **City of Amsterdam.**, and are to be sent to: **Fountain Forestry, Inc., P.O. Box 1002, Tupper Lake, NY 12986.**

ARTICLE II - Logging Operation Terms

In conduct of its logging operations BUYER agrees with OWNER as follows:

A. Timber to be cut is designated by: **Trees marked with a blue paint stripe or "X".**

B. Stumps shall be cut as low as possible but in no case higher than the diameter of the stump where cut.

C. Extreme care shall be taken to prevent the damage of young reproduction and trees that are not designated to be cut by the logging operation. All hanging or leaning trees shall be felled.

D. BUYER is responsible to comply with all local, state and federal laws and regulations regarding, but not limited to property lines, the environment, safety, roads and powerlines.

E. BUYER agrees to comply with applicable aspects of the State's best management practices. BUYER further agrees to take preventive or remedial actions as directed by OWNER'S Agent during and after cessation of operations to assure compliance.

F. Location of roads and skid trails shall be determined by agreement between BUYER and OWNER'S Agent. BUYER agrees to leave open and in good condition all main access roads and major skid trails, and to maintain and repair all existing roads used on OWNER'S premises. Maintenance shall mean to include blading ruts, keeping roads free of logs, pulpwood, slash, and installing water bars, culverts or other water control measures as required by the OWNER'S Agent. Upon completion of the logging operation, BUYER shall leave roads, major skid trails and landings in at least the original condition and protected from erosion.

G. Within ninety (90) days after completion of the logging operation, BUYER will remove all tools and equipment from OWNER'S land. If not removed, the items remaining become property of OWNER. BUYER will clean up all trash and other debris and leave landings in a smooth and neat condition. If not satisfactorily completed, OWNER'S Agent will arrange to have any necessary remedial work done and bill BUYER for the work.

H. BUYER shall notify OWNER'S Agent at least one week in advance of his intent to commence logging operations.

I. OWNER reserves the right to assess damages for non-compliance to logging operation terms as follows:

- 1) Unauthorized cutting of trees not designated to be cut - Stumpage value plus \$100/tree.
- 2) Failure to cut merchantable trees designated to be cut - \$25.00/tree.
- 3) Excessive damage to residual stand - \$10/pulpwood tree and \$50/sawlog tree, or in the case of sub-merchantable sized timber, \$50/acre.
- 4) Failure to keep Boundary Lines and/or designated streams free from tops and branches - \$20/top.

OWNER agrees to provide BUYER written notice of actions or conditions that could result in assessment of fines, allowing BUYER reasonable time to correct or mitigate the problem where possible.

- J. BUYER will not assign this contract in whole or in part without the written consent of OWNER'S Agent.

ARTICLE III - Performance Deposit

The BUYER agrees to deposit with the OWNER'S Agent the sum of **\$5,600.00 (US Funds)**. Said deposit is not a credit for timber cut, but shall be used as a security deposit for proper completion of the contract by the BUYER. Payment for all timber removed must be made before the security deposit is returned. No sum of money may be withheld by the BUYER from stumpage payments with the intent of reclaiming the deposit. The deposit will be returned to the BUYER within 30 days after satisfactory completion of the logging operation as judged by the OWNER'S Agent.

ARTICLE IV - OWNER'S Agent

Fountains Forestry, Inc. has been designated by the OWNER as OWNER'S Agent with full authority to administer this Agreement. Agent's authority is described in the TIMBER LAND MANAGEMENT AGREEMENT between City of Amsterdam and Fountains Forestry, Inc.

All the foregoing terms of this agreement shall be done to the satisfaction of the OWNER'S Agent, failing which the OWNER'S Agent reserves the right to suspend harvesting operation and/or terminate this Agreement by mailing written notice to the BUYER.

ARTICLE V - Buyer Status and Insurance Requirements

BUYER agrees with the OWNER that BUYER is an independent contractor and not an agent or employee of the OWNER, and as an independent contractor will hold OWNER and OWNER'S Agent harmless from all claims and expenses incurred by BUYER, his employees, agents or subcontractors in connection with BUYER'S performance of this Agreement. BUYER agrees to maintain, and agrees to have all sub-contractors maintain, any and all insurances required by the United States or State of New York, including, but not limited to Public Liability Insurance including all contractual liability for a minimum \$1,000,000/\$2,000,000, Vehicle Liability Insurance for a minimum \$1,000,000/\$2,000,000 and Workers Compensation Insurance (or equivalent) as required by law in connection with this logging operation, and upon execution of this Agreement shall furnish OWNER'S Agent with a Certificate of Insurance naming **Fountains Forestry, Inc. & City of Amsterdam** as additional insured.

ARTICLE VI – Cancellation, Severability, Alterations

A. Should the BUYER default under any provision, this Agreement may be immediately terminated at the option of the OWNER. OWNER may cancel this contract upon thirty (30) days written notice, for any reason.

B. In the event any provision or portion thereof of this Contract or the accompanying Attachments is held to be invalid or unenforceable, such provision or portion thereof shall be severed from this Contract or Attachment, as applicable, and the remaining provisions will remain in full force and effect.

C. This Contract contains the entire agreement between the parties with respect to the purchase or sale of the timber referred to herein, and the same may not be modified or discharged nor may any of the terms be waived except by an instrument in writing signed by the parties hereto.

D. After the expiration date stated on Page 1 of this contract, BUYER'S rights to enter on this property shall cease and revert to OWNER free of all claims.

ARTICLE VII – Special Provisions

- All NYS Best Management Practices for Water Quality will be followed.
- Waterbars will be installed upon completion of the sale and as directed by Owners Agent.
- Timber can be removed during non frozen conditions if the ground will support the machinery. During a wet summer or in areas that are normally wet will need to be completed during frozen conditions.
- Damage to bridges, culverts, gates etc caused by BUYER during the harvest operation will be repaired or replaced at the BUYERS own cost.
- Access from the Fox Hill Road will be granted through a separate Land Use License with the landowner, Voyager Advisors, LLC. Liability insurance will be required listing Voyager Advisors as additionally insured on the BUYERS policy.
- Any road work, upgrade, repair, and remediation is the responsibility of the BUYER at their sole expense and cost.

ARTICLE VIII – Signatures

City of Amsterdam Date

Finch Paper, LLC Date

**CITY OF AMSTERDAM, NEW YORK
COMMON COUNCIL MEETING
DECEMBER 17, 2013**

RESOLUTION #13/14-128

RESOLUTION APPROVING AGREEMENT WITH GAVAC

BY: MAYOR THANE

WHEREAS, the current contract between the City of Amsterdam and GAVAC for Advanced Life Support Services (ALS) will expire on December 31, 2013 and the parties wish to continue the agreement for an additional year, and

WHEREAS, the GAVAC board has proposed a continuation of the existing agreement with modification of the payment to the City of Amsterdam as follows: from January 1, 2014 through June 30, 2014 payment to the City of Amsterdam shall be at 38% of the ALS service charges but not less than \$175,000 in total for the period from July 1, 2013 through June 30, 2014, and from July 1, 2014 through December 31, 2014 payment to the City of Amsterdam shall be at 38% of the ALS service charges,

RESOLVED, the Mayor is authorized to execute a contract with GAVAC containing provisions as set forth above.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel		
Alderman Beekman		
Alderwoman DeRossi		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2013

**CITY OF AMSTERDAM, NEW YORK
COMMON COUNCIL MEETING
DECEMBER 17, 2013**

RESOLUTION #13/14-129

RESOLUTION AUTHORIZING TRANSFER OF 35 JULIA STREET TO THE LAND BANK

BY: MAYOR THANE

WHEREAS, the City of Amsterdam took title to 35 Julia Street via In rem tax foreclosure in 2006 and the property is currently vacant and in need of rehabilitation, and

WHEREAS, the property is an excellent candidate for rehabilitation and its rehabilitation will enhance the value of the surrounding properties and increase the tax base of the City of Amsterdam, and

WHEREAS, one of the purposes of the Land Reutilization Corporation of the Capital Region (Land Bank) is to assist member municipalities with rehabilitation of tax foreclosure properties,

RESOLVED, the Mayor is authorized to execute a deed transferring 35 Julia Street to the Land Bank.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel		
Alderman Beekman		
Alderwoman DeRossi		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2013

**CITY OF AMSTERDAM, NEW YORK
COMMON COUNCIL MEETING
DECEMBER 17, 2013**

RESOLUTION #13/14-130

RESOLUTION HONORING ALDERMAN JOSEPH ISABEL

BY: ALDERWOMEN BEEKMAN AND DEROSI, ALDERMEN DYBAS AND LEGGIERO

WHEREAS, Alderman Joseph M. Isabel faithfully served the First Ward of the City of Amsterdam during his 8 years as Alderman, and

WHEREAS, Alderman Isabel has served as Deputy Mayor in the year 2009, 2011 and 2013, and

WHEREAS, Alderman Isabel has served as Chairman of the Finance, Codes, Planning & Economic Development, Water & Sewer, Recreation, Insurance and Public Safety Committees as well as liaison to AIDA and Urban Renewal, and

WHEREAS, Alderman Isabel will now serve the City of Amsterdam as Legislator of the 8th District for the County of Montgomery,

RESOLVED, the City of Amsterdam Common Council, along with the Mayor on behalf of the City of Amsterdam, thanks Alderman Isabel for his service and dedication to the City of Amsterdam and wishes him good luck in all future endeavors.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Beekman		
Alderman DeRossi		
Alderman Dybas		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2013

**CITY OF AMSTERDAM, NEW YORK
COMMON COUNCIL MEETING
DECEMBER 17, 2013**

RESOLUTION #13/14-131

RESOLUTION HONORING ALDERWOMAN GINA DEROSI

BY: ALDERWOMAN BEEKMAN AND ALDERMEN ISABEL, DYBAS AND LEGGIERO

WHEREAS, Alderwoman DeRossi faithfully served the residents of the Third Ward as Alderman for the past 4years, and

WHEREAS, Alderwoman DeRossi has served as Chairman of the Planning & Economic Development, Shared Services/Intergovernment, Rules of Procedure and Master Plan as well as liaison to AIDA and the Golf Commission,

RESOLVED, the City of Amsterdam Common Council, along with the Mayor on behalf of the City of Amsterdam, thanks Alderwoman DeRossi for her dedication and service to the City of Amsterdam and wishes him good luck in his future endeavors.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel		
Alderman Beekman		
Alderman Dybas		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2013

**CITY OF AMSTERDAM, NEW YORK
COMMON COUNCIL MEETING
DECEMBER 17, 2013**

RESOLUTION #13/14-132

RESOLUTION HONORING ALDERMAN DAVID DYBAS

BY: ALDERWOMEN BEEKMAN AND DEROSI AND ALDERMEN ISABEL AND LEGGIERO

WHEREAS, Alderman David Dybas faithfully served the Fourth Ward of the City of Amsterdam during his 2 year term as Alderman, and

WHEREAS, his term on the Council was brief, however, he made his presence known on many issues and was a dedicated member of the City Council, and

WHEREAS, Alderman Dybas served as Chairman of the Transportation, Claims, Solid Waste, Rules and Procedures and Intergovernmental Committees,

RESOLVED, the City of Amsterdam Common Council, along with the Mayor on behalf of the City of Amsterdam, thanks Alderman Dybas for his service and dedication to the City of Amsterdam and wishes him good luck in the future.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel		
Alderman Beekman		
Alderwoman DeRossi		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2013